

TERMS & CONDITIONS of SALE

Terms

30 Days Net for "Open Credit" accounts. Minimum annual purchases of \$500 are required to maintain Open Credit status. Accounts that do not comply with our terms may be changed from Open Account Status.

Credit Cards: Tarantin Industries, Inc. accepts Company and Personal checks, VISA, Master Card and American Express. Our fee for a check returned, for any reason, is \$50.00. Tarantin Industries, Inc. reserves the right to charge 1-1/2% per month service charge on past due accounts for any customer who exceeds terms of 30 Days Net.

New Accounts

All new accounts and inactive accounts for the past 12 months shall be shipped COD. The use of credit cards is recommended and will increase efficiency and eliminate COD charges on UPS or similar shipments.

Open Account Status shall be given to customers satisfying all of the following requirements:

- Active COD status for approximately six months, and
- Purchases equaling \$500, and
- Completion and satisfactory evaluation of Credit Application.

Credit Card and Open Account Applications can be found in the back of this catalog or on our web site.

Substitutions

Tarantin Industries, Inc. reserves the right to substitute merchandise with "equal or better" value with prior customer approval in writing.

Special Order "Non Stocked" Merchandise

- Special order items may require a deposit – please consult your sales representative.
- Cancellation of ordered non-Stocked items is prohibited and must be paid for in full.
- Special Order Non-Stocked items are not returnable without prior authorization from the manufacturer / supplier.
- Tarantin Industries, Inc. shall be the sole judge as to whether an item is "Stocked" or "Non-Stocked". Although an item may be listed in this catalog, it shall not be construed as being a stocked item. Please inquire at the time of your order.

Prices

Orders are accepted with the understanding that they will be billed at the price in effect at the date of the order.

Prices are quoted in US Currency and are subject to change without notice. Invoices are payable in US Currency. Any quotations or special conditions are priced assuming immediate shipment unless a definite time period is stated and followed up in writing at the time of the quotation.

Taxes

Taxes imposed by any present or future law of federal, state, county or municipal authority on the sale of the articles purchased, are required to be paid by the Buyer. Taxes are not included in the price of goods and shall be added to the purchase price and shown on the invoice. Buyer shall furnish evidence of exemption and have compliance documents on file with Tarantin Industries, Inc., whenever applicable.

Shipping and Handling Charges

All goods are shipped and invoiced F.O.B. Source locations unless otherwise specified Tarantin Industries, Inc. reserves the right to determine the most efficient means of delivery, and assumes no liabilities for the time of delivery.

All Tarantin Industries, Inc. shipments are subject to freight charges, including fuel surcharges (subject to changes in fuel prices) and any accessorial charges – not limited to and including: lift gate delivery, residential delivery, re-delivery of shipment, etc.

For Private Freight Carriers (UPS, FedEx, USPS, Truck Companies):

Customer will pay all normal and customary freight charges, as specified by the freight carrier, according to weight and service-level desired. A packaging / handling charge will be added to this cost. Unless otherwise specified, Tarantin Industries, Inc. will use its best judgment in determining the most efficient delivery method, although package size and weight may require a specific carrier be used.

The Following Additional Freight Charges May Apply:

- Special packaging and handling charges will be assessed at time of shipment.
- \$10.00+ per package COD delivery charge when shipping UPS, FedEx, etc. (Credit card pre-payment or Open Account customers can eliminate this charge).
- "Oversized" and/or "Additional Handling" Charges may be applied by UPS, FedEx, etc.
- UPS oversized charges will be added when:
 - Package exceeds 150 lbs.,
 - Package exceeds 108" in length, and/or,
 - Package exceeds 165" in length and girth combined

Claims for Damaged Merchandise Shipped via Common Carrier

Concealed damage can occur from rough handling by Outside Carriers. Tarantin Industries, Inc. is not responsible for damage due to improper handling. This damage is the responsibility of the Carrier. If damage is found upon unpacking the shipment, call Tarantin Industries, Inc. and ask to arrange an inspection of the concealed damage by the carrier. The Carrier will inspect the damage and Tarantin Industries, Inc. will file a claim. Do not return damaged merchandise to Tarantin Industries, Inc. The Carrier is responsible for safe shipment after merchandise is picked up at our locations. If damaged merchandise is returned to us, no claim can be filed, it must be inspected on premises.

Claims for Damaged Merchandise Shipped via UPS, FedEx, etc.

Concealed damage can occur from rough handling by private service carriers. Tarantin Industries, Inc. is not responsible for damage due to improper handling. If, however, you do receive damaged merchandise within the carton or a shortage that you suspect is due to a broken package, **DO NOT DESTROY THE ORIGINAL PACKAGING – this is vital for**

satisfying the final claim. Immediately telephone Tarantin Industries, Inc to arrange for inspection by UPS, FedEx, etc. at your facility.

Shortages

Immediately upon the receipt of goods, Buyer shall have the responsibility of inspecting the merchandise received. Any discrepancy between goods received and shipping documents must be brought to Tarantin Industries, Inc.'s attention within 5 days after the receipt of goods or the claim will be deemed invalid. ALL CLAIMS must be made in writing and mailed, emailed or faxed to Tarantin Industries, Inc. within this 5 day time period.

Returns – Policy

NO RETURN OF MERCHANDISE WILL BE ACCEPTED WITHOUT PRIOR PERMISSION and WITHOUT A RETURNED MATERIAL AUTHORIZATION (RMA) NUMBER issued directly from the returns department. If merchandise is returned to Tarantin Industries, Inc. without an RMA, it will be refused and returned to the Buyer at their expense. With an official RMA, a return will be accepted (pending the conditions stated below) for either a merchandise exchange or for credit against future purchases. No refunds will be issued.

SPECIAL ORDER "NON-STOCKED" MERCHANDISE, as indicated earlier, IS NOT RETURNABLE (Unless prior authorization is given by the manufacturer and or supplier.)

All Authorized Returns must meet all the following conditions:

- You must request merchandise to be returned within 30 days of the Invoice Date.
- Total Return value must be greater than \$20.
- Each return is subject to a 10% restocking charge, minimum, unless otherwise specified.
- All returns must be received at Tarantin Industries, Inc. within 30 days after the issuance of the Returned Materials Authorization (RMA). The Return Materials Authorization is void after 30 days of issue.
- MOST IMPORTANT: All returned goods must be in "brand-new" condition and in its original packaging.

Returns Procedure

- Complete and submit RMA request form available on Tarantin.com under the Resources tab, and under Returns.
- RMA acknowledgment will be emailed, and if you are a regular Tarantin Industries, Inc. "Truck Delivery" customer, a pick-up will be made at the time of your next delivery.
- The RMA number will be indicated on the call tag or Bill of Lading (BOL). *Please do not mark RMA number on the boxes. * Include a printed copy of the RMA that has been issued inside the package. If Tarantin Industries, Inc. is in error, we will issue an "electronic" call tag and the shipper will pick up your material at their earliest convenience. Your RMA number is the only way to identify the package upon its return to Tarantin Industries, Inc. Returned items should be packed securely.
- Once the merchandise is received and inspected, if all of the aforementioned requirements are satisfied, a credit will be issued to your account.
- COD Customers Only. If you are exchanging returned material for new goods, you are required to pay for the second shipment whenever the "to-be-returned" merchandise is not received at our facility prior to the shipment of the new goods. A credit will be issued or check sent when material is received and inspected.

Recognition of Wholesale Distributor Status, Liability Limitation and Buyer's Remedies

Tarantin Industries, Inc. does not manufacture the material it sells. Therefore, we assume no liability for material we sell, and make no representations or warranties, either written, oral, expressed, implied, or statutory with respect to the materials purchased by Customer. The Customer's sole and exclusive remedy shall be the repair or replacement of defective goods provided by the manufacturer in accordance with the manufacturer's warranty, or the credit of the purchase price to the customer's account, up to the maximum amount of the purchase price. All specifications have been obtained from the product manufacturers for Customers convenience only. Tarantin Industries, Inc. does not assume responsibility for the accuracy of information provided by the manufacturer. Alteration of the original material, failure to follow instructions, or failure to follow generally accepted installation or fabricating practices will void any manufacturer's warranty and no credit will be issued. Customer waives all claims against Tarantin Industries, Inc. relating to defective material.

If Customer use results in damage or harm to the person or property of Customer, or others, Customer agrees to indemnify and hold Tarantin Industries, Inc. harmless for all liability whether arising out of contract, tort, or other grounds. Customer also agrees to indemnify and hold Tarantin Industries, Inc. harmless from all costs and expenses (including attorneys' fees) incurred by Customer in enforcing any of the provisions of these Terms and Conditions, or in defending itself. If Customer initiates a legal action against Tarantin Industries, Inc., and Customer does not prevail, Customer will indemnify Tarantin Industries, Inc. for all costs and expenses (including attorneys' fees) incurred by Tarantin Industries, Inc. to defend itself.

In no event, regardless of cause and regardless of whether any other remedy provided herein fails, shall Tarantin Industries, Inc. be liable for any indirect, special, incidental or consequential damages, including loss of profits or revenue, loss of goods and related goods, damage or injury to the person or property of Customer, or claims by third parties for such damage. The maximum liability of Tarantin Industries, Inc. shall be limited to the purchase price.



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